

MBTA Minimum Insurance Requirements

The Contractor will carry and maintain, throughout the term of the Contract, including any extension thereof, all insurance required under this section.

A. Commercial General Liability Insurance

The Contractor shall carry and maintain Commercial General Liability Insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use), personal injury and advertising injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

Terms and conditions for required insurance shall include:

1. Policy Endorsement deleting any exclusion for work within 50 feet of rail.
2. Commercial General Liability shall be written on an occurrence basis form, as opposed to a claim made basis form.
3. All such insurance as is required of the Contractor shall be provided by or on behalf of subcontractors to cover their operations performed.

B. Automobile Liability Insurance

The Contractor shall carry and maintain Automobile Liability Insurance covering the use of all vehicles: owned, leased, hired and non-owned, with limits not less than \$1,000,000 combined single limit.

1. Automobile Liability shall be written on an occurrence basis form, as opposed to a claim made basis form.
2. All such insurance as is required of the Contractor shall be provided by or on behalf of subcontractors to cover their operations performed.

C. Workers' Compensation Insurance.

The Contractor shall carry and maintain Workers' Compensation Insurance, including Employers Liability Insurance as provided by Massachusetts General Laws, Chapter 152, as amended, covering all work and services performed under the Contract.

1. Employer's Liability requires the following minimum limits:
 - \$1,000,000 Each Accident for Bodily Injury by Accident
 - \$1,000,000 Each Employee for Bodily Injury by Disease
 - \$1,000,000 Aggregate Policy Limit for Bodily Injury by Disease.

D. Umbrella Liability Insurance

The Contractor shall carry and maintain Umbrella Liability Insurance with limits not less than \$5,000,000 per occurrence and annual aggregate, covering all work and services performed under the Contract.

1. Such insurance follows the form of the underlying liability insurance terms and conditions.
2. Umbrella/Excess Liability shall be written on an occurrence basis form, as opposed to a claim made basis form.
3. All such insurance as is required of the Contractor shall be

provided by or on behalf of subcontractors to cover their operations performed.

E. Professional Liability or Errors and Omission Insurance

Contractor shall provide professional liability or errors and omissions coverage with limits not less than \$5,000,000 per claim and aggregate, protecting against any negligent act, error or omission arising out of the Work, including coverage for acts by others for whom Contractor is legally responsible. The policy shall have a retroactive date no later than the date hereof and shall have a five-year extended reporting period with respect to events which occurred, but which were not reported during the term of the policy. The policy shall include as insureds Contractor (including all Participants) and any Subcontractors (including design sub consultants). The policy shall not contain any provision or exclusion to the effect of which would be to prevent, bar or otherwise preclude any insured or additional insured under the policy from making a claim which would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy.

F. Cyber Liability

Contractor shall carry and maintain Network Security and Privacy Liability, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties in an amount not less than \$1,000,000. The policy shall contain Data Breach expenses, in an amount not less than \$1,000,000 and payable whether incurred by MBTA or Vendor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services. The policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

G. Additional insurance requirements:

- a) The required insurances coverage specified above shall be placed with insurance companies licensed and/or authorized by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A- or better.
- b) Required insurance shall be taken out before the Contract is commenced and be kept in full force and effect throughout the term of the Contract, shall be primary to and non-contributory to any insurance or self-insurance maintained by the MBTA, and shall

require that the MBTA be given at least 30 days advance written notice in the event of any cancellation.

- c) All such required insurance shall be written on an occurrence basis form, as opposed to a claim made basis form.
- d) The MBTA shall be named as an additional insured under the Commercial General Liability, Automobile Liability and Umbrella Liability Policies.
- e) The Workers' Compensation and Employers' Liability Insurance Policies shall include a waiver of subrogation in favor of the MBTA which precludes these insurers from being able to make any subrogation claims against the MBTA.
- f) All such insurance as is required of the Contractor shall be provided by or on behalf of subcontractors to cover their operations performed.
- g) At the inception date of this contract and throughout the term of the Contract, the MBTA shall be provided with certificates of insurance evidencing that such insurance policies, including required limits and sublimits are in place and provide coverage as required.